

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
19-CA-220973Date Filed
5-25-18**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Pentagon Federal Credit Union		b. Tel. No. (571) 341-6608	
		c. Cell No. (703) 403-0758	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 7940 Jones Branch Drive VA McLean 22102-____		e. Employer Representative James Schenck CEO	
		g. e-Mail James.Schenck@PenFed.org	
		h. Number of workers employed 500	
i. Type of Establishment (factory, mine, wholesaler, etc.) Financial		j. Identify principal product or service Credit Union	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
--See additional page--			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C) Title: _____			
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (b) (6), (b) (7)(C)	
By (b) (6), (b) (7)(C) (signature of representative or person making charge)		Office, if any, Cell No.	
Title: (b) (6), (b) (7)(C) (Print/type name and title or office, if any)		Fax No.	
Address (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	
		05/25/2018 19:32:26 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
Not allowing signs in non-work areas.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204-2170

Agency Website: www.nlr.gov
Telephone: (503)326-3085
Fax: (503)326-5387



Download
NLRB
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May 29, 2018

James Schenck, CEO
Pentagon Federal Credit Union
7940 Jones Branch Dr.
McLean, VA 22102

Re: Pentagon Federal Credit Union
Case 19-CA-220973

Dear Mr. Schenck:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KRISTIN E. WHITE whose telephone number is (503)326-3284.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

May 29, 2018

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

RONALD K. HOOKS
Regional Director

A handwritten signature in dark ink, appearing to read "Jessica Dietz". The signature is fluid and cursive, with a large loop at the end.

By:

JESSICA DIETZ
Officer in Charge

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204-2170

Agency Website: www.nlr.gov
Telephone: (503)326-3085
Fax: (503)326-5387



Download
NLRB
Mobile App

May 29, 2018

(b) (6), (b) (7)(C)

Re: Pentagon Federal Credit Union
Case 19-CA-220973

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on May 25, 2018 has been docketed as case number 19-CA-220973. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KRISTIN E. WHITE whose telephone number is (503)326-3284.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

May 29, 2018

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

RONALD K. HOOKS
Regional Director

By: 
JESSICA DIETZ
Officer in Charge

Enclosure: Copy of charge

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-220973

(b) (6), (b) (7)(C) an Individual

and

Case 19-CA-223536

PENFED WORKERS UNITED

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”), and to avoid unnecessary costs or delay, **IT IS ORDERED** that Case 19-CA-220973, which is based on a charge filed by (b) (6), (b) (7)(C) an Individual (“Charging Party (b) (6), (b) (7)(C)” against Pentagon Federal Credit Union (“Respondent”), and Case 19-CA-223536, which is based on a charge filed by PenFed Workers United (“Charging Party PFWU”) against Respondent, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to § 10(b) of the National Labor Relations Act (the “Act”), 29 U.S.C. § 151 *et seq.*, and § 102.15 of the Board’s Rules and Regulations, and alleges that Respondent has violated the Act as described below.

1.

(a) The charge in Case 19-CA-220973 was filed by Charging Party (b) (6), (b) (7)(C) on May 25, 2018, and a copy was served on Respondent by U.S. mail on May 29, 2018.

(b) The charge in Case 19-CA-223536 was filed by Charging Party PFWU on July 11, 2018, and a copy was served on Respondent by U.S. mail on July 12, 2018.

(c) The first amended charge in Case 19-CA-223536 was filed by Charging Party PFWU on August 30, 2018, and a copy was served on Respondent by U.S. mail on August 31, 2018.

2.

(a) At all material times, Respondent has been a federal credit union with an office and place of business in Eugene, Oregon (the “Eugene facility”), and has been engaged in providing financial services, including call center and technical support services.

(b) In conducting its business operations described above in paragraph 2(a) during the last twelve months, which period is representative of all material times, Respondent derived gross revenues in excess of \$500,000.

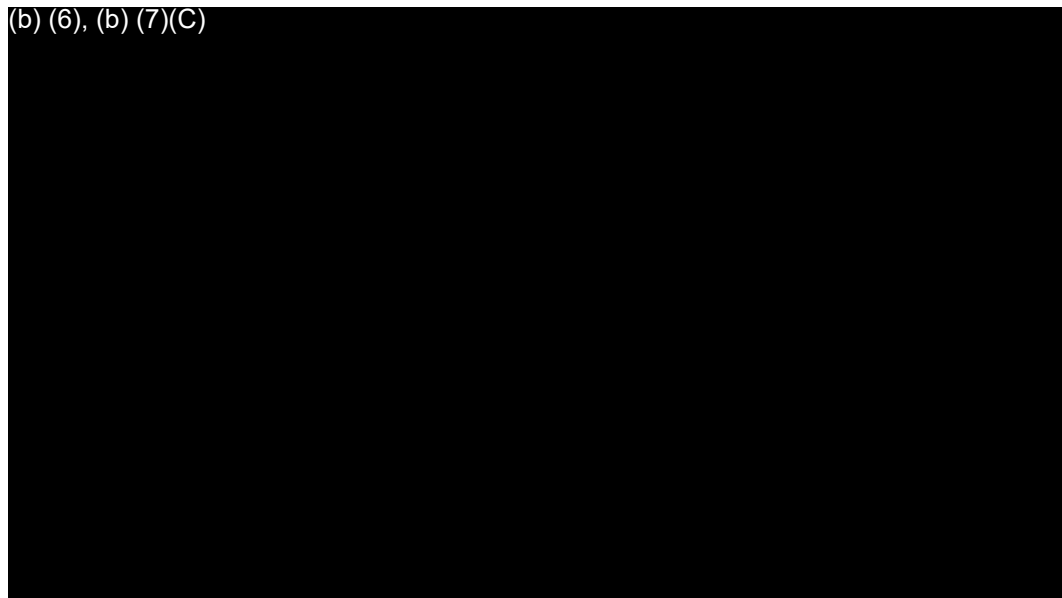
(c) In conducting its business operations described above in paragraph 2(a) during the last twelve months, which period is representative of all material times, Respondent purchased and received at the Eugene facility goods valued in excess of \$50,000 directly from points outside the State of Oregon.

(d) At all material times, Respondent has been engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act:

(b) (6), (b) (7)(C)



4.

(a) Since about November 25, 2017, Respondent has prohibited its employees at the Eugene facility from posting flyers and other documents relating to Charging Party PFWU and concerted activities, in hallways, stairways, coffee areas, and other areas outside of the employee break room, while permitting employees to post flyers and other documents discussing other non-work subjects in those same areas.

(b) On dates better known to Respondent in about January and February 2018, Respondent, by (b) (6), (b) (7)(C)”) at the Eugene facility, prohibited its employees from discussing wages and terms of conditions of employment by telling employees it was not in their best interests to discuss the subjects brought up by Charging Party PFWU.

(c) On dates better known to Respondent in about January and February 2018, Respondent, by (b) (6), (b) (7)(C) at the Eugene facility, interfered with its employees’ protected, concerted activities by telling its employees it was not in their best interests to be seen with flyers made by Charging Party PFWU.

(d) On dates better known to Respondent in about January and February 2018, Respondent, by (b) (6), (b) (7)(C) at the Eugene facility, discouraged its employees from speaking with employees who were involved with Charging Party PFWU.

(e) On about February 21, 2018, Respondent, by (b) (6), (b) (7)(C) at the Eugene facility, told its employees to stop discussing the recent concerted activities of their coworkers.

(f) On a date better known to Respondent in about late February 2018, Respondent, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) on a telephone conference call, discouraged its employees from discussing their wages with coworkers.

(g) On a date better known to Respondent in about early April 2018, Respondent promulgated at the Eugene facility, and has since maintained, a rule prohibiting its employees from posting all signs or other documents in any areas outside of the employee break room.

(h) Respondent promulgated and maintained the rule described above in paragraph 4(g) to discourage its employees from engaging in concerted activities regarding wages and terms and conditions of employment.

(i) On a date better known to Respondent since about early April 2018, Respondent has enforced the rule described above in paragraph 4(g) selectively and disparately by applying it so as to target flyers and other documents posted by Charging Party PFWU in non-work areas outside of the employee breakroom, while permitting postings made by employees regarding other non-work subjects in those same areas.

(j) On about June 20, 2018, Respondent, by (b) (6), (b) (7)(C) telephonically, prohibited its employees from discussing ongoing investigations regarding potential discipline.

(k) On about June 21, 2018, Respondent, by (b) (6), (b) (7)(C) telephonically, discouraged its employees from discussing ongoing investigations regarding potential discipline.

(l) On about June 28, 2018, Respondent, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C)") at the Eugene facility, created an impression among its employees that their concerted activities were under surveillance by telling them that their work e-mails would be closely monitored as a result of having used their e-mail to engage in concerted activities.

(m) On about June 28, 2018, Respondent, by (b) (6), (b) (7)(C) at the Eugene facility, prohibited its employees from discussing terms and conditions of employment by telling employees that the contents of a disciplinary conversation could not leave the room.

5.

(a) On about June 18 and June 19, 2018, Respondent's employee (b) (6), (b) (7)(C) engaged in concerted activities with other employees for the purposes of mutual aid and protection, by sending an e-mail asking employees to sign and comment on an e-mail petition in support of hiring a contract employee.

(b) On about June 19, 2018, Respondent, by (b) (6), (b) (7)(C) via e-mail, promulgated a rule prohibiting its employees from discussing the subject of supporting the hiring of the contract employee, as referenced above in paragraph 5(a).

(c) On about June 19, 2018, the below listed employees of Respondent engaged in concerted activities with other employees for the purposes of mutual aid and protection, by continuing to respond or discuss the subject of (b) (6), (b) (7)(C) petition by e-mail, as referenced in paragraph 5(a):

(b) (6), (b) (7)(C)



(d) From about (b) (6), (b) (7)(C), 2018, to about (b) (6), (b) (7)(C), 2018, Respondent suspended its employee (b) (6), (b) (7)(C)

(e) From about (b) (6), (b) (7)(C) 2018, to about (b) (6), (b) (7)(C) 2018, Respondent suspended its employee (b) (6), (b) (7)(C)

(f) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(g) On about (b) (6), (b) (7)(C), 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(h) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(i) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(j) On about (b) (6), (b) (7)(C), 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(k) On about (b) (6), (b) (7)(C), 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(l) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(m) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(n) On about (b) (6), (b) (7)(C), 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(o) On about (b) (6), (b) (7)(C), 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(p) On about (b) (6), (b) (7)(C), 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(q) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(r) On about June 28, 2018, Respondent engaged in increased scrutiny of the work performance of its employee (b) (6), (b) (7)(C) by informing (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) entire work had been called into question.

(s) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r), because (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) engaged in the conduct described above in paragraphs

5(a) and 5(c), and to discourage employees from engaging in these or other concerted activities.

(t) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r), because (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) violated the rule described above in paragraph 5(b), and to discourage employees from engaging in these or other concerted activities.

(u) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r) because of information it discovered during its investigation into the employee conduct described above in paragraphs 5(a) and 5(c).

(v) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r) because (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) had used the Employer's e-mail system to engage in concerted activities.

6.

By the conduct described above in paragraphs 4 and 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act

7.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The

answer must be **received by this office on or before October 12, 2018, or postmarked on or before October 11, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.


An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer

may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9 a.m. on the **8th day of January, 2019**, in a location to be determined in Eugene, Oregon, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Seattle, Washington, this 28th day of September, 2018.



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste 2948
Seattle, WA 98174

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 19-CA-220973 & 19-CA-223536

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

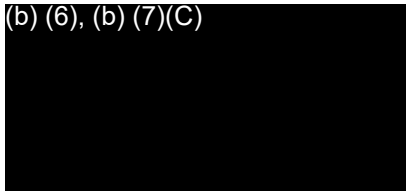
- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

James Schenck, CEO
Pentagon Federal Credit Union
7940 Jones Branch Dr.
McLean, VA 22102

Jonathan R. Nadler, Esq.
Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place, 22nd Fl.
50 South 16th St.
Philadelphia, PA 19102

(b) (6), (b) (7)(C)



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-220973

(b) (6), (b) (7)(C) an Individual

and

Case 19-CA-223536

PENFED WORKERS UNITED

ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that, at the request of Respondent for good cause shown, and with the agreement of the Charging Party, the hearing in the above-entitled matter is rescheduled from January 8, 2019 at 9:00 AM to 9:00 AM on **February 12, 2019** at a place to be determined in Eugene, Oregon. The hearing will continue on consecutive days until concluded.

Dated at Seattle, Washington, this 10th day of October, 2018.



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste. 2948
Seattle, WA 98174-1006

**BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION)	
)	
and)	Case 19-CA-220973
)	
(b) (6), (b) (7)(C), an Individual)	Case 19-CA-223536
)	
and)	
)	
PENFED WORKERS UNITED)	

ANSWER TO CONSOLIDATED COMPLAINT

Respondent, Pentagon Federal Credit Union ("PenFed"), hereby answers the Consolidated Complaint ("Complaint") in the above-captioned matters as follows:

1.

- a. Admitted.
- b. Admitted.
- c. Admitted.

2.

- a. Admitted.
- b. Admitted.
- c. Admitted.
- d. Admitted.

3. Admitted, except that the correct job titles for the following individuals are as follows:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

4.

- a. Denied.
- b. Denied.
- c. Denied.
- d. Denied.
- e. Denied.
- f. Denied.
- g. Denied.
- h. Denied.
- i. Denied.
- j. Denied.
- k. Denied.
- l. Denied.
- m. Denied.

5.

a. Respondent admits only that (b) (6), (b) (7)(C) was employed by Respondent on the dates specified in Paragraph 5(a) of the Complaint. Respondent denies as stated the remaining allegations in Paragraph 5(a) of the Complaint.

- b. Denied.

c. Respondent admits only that the individuals listed in Paragraph 5(c) of the Complaint were employed by Respondent on the date specified. Respondent denies as stated the remaining allegations in Paragraph 5(c) of the Complaint.

- d. Denied.
- e. Denied.
- f. Admitted.
- g. Admitted.
- h. Admitted.
- i. Admitted.
- j. Admitted.
- k. Admitted.
- l. Admitted.
- m. Admitted.
- n. Admitted.
- o. Admitted.
- p. Admitted.
- q. Admitted.
- r. Denied.
- s. Denied.
- t. Denied.
- u. Denied.
- v. Denied.

6. Denied.

7. Denied.

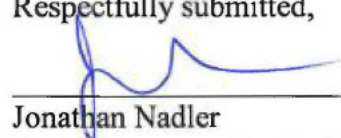
AFFIRMATIVE DEFENSES

8. The allegations in the Complaint fail to state any violation of the Act to the extent they are based on statements and other actions protected under Section 8(c) of the Act.

9. Any allegations in the Complaint based on actions which occurred more than six (6) months prior to filing and service of the charge(s) are barred under Section 10(b) of the Act.

10. All of Respondent's actions were taken for legitimate, non-discriminatory, non-retaliatory business reasons.

Respectfully submitted,



Jonathan Nadler
Eckert Seamans Cherin & Mellott, LLC
50 South 16th Street, 22nd Fl.
Philadelphia, PA 19102
(215) 851-8410
jnadler@eckertseamans.com

Counsel for Pentagon Federal Credit Union

Dated: October 12, 2018

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-220973

(b) (6), (b) (7)(C), an Individual

and

Case 19-CA-223536

PENFED WORKERS UNITED

ORDER SETTING PLACE OF HEARING

IT IS HEREBY ORDERED that the location of the hearing in the above-entitled matter scheduled for 9:00 AM on Tuesday, February 12, 2019, will be held in Room 1702, Morse Federal Courthouse, 405 E. 8th Ave., Eugene Oregon. The hearing will continue on consecutive days thereafter until concluded.

Dated at Portland, Oregon this 28th day of December, 2018.

RONALD K. HOOKS
Regional Director

By:



Jessica Dietz, Officer in Charge
NLRB, Subregion 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-22097

(b) (6), (b) (7)(C), an Individual

and

Case 19-CA-223536

PENFED WORKERS UNITED

SECOND ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that, at the request of Respondent, and for good cause shown, the hearing in the above-entitled matter is rescheduled from February 12, 2019 at 9:00 AM to 9:00 AM on **May 7, 2019** at a place to be determined, Eugene, Oregon. The hearing will continue on consecutive days until concluded. No further motions to extend hearing date from Respondent will be granted.

Dated at Seattle, Washington, this 22nd day of January, 2019.



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste. 2948
Seattle, WA 98174-1006

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-220973

(b) (6), (b) (7)(C), an Individual

and

Case 19-CA-223536

PENFED WORKERS UNITED

SECOND ORDER SETTING PLACE OF HEARING

IT IS HEREBY ORDERED that the location of the hearing in the above-entitled matter scheduled for 9:00 AM on Tuesday, May 7, 2019, will be held in Room 1702, Morse Federal Courthouse, 405 E. 8th Ave., Eugene Oregon. The hearing will continue on consecutive days thereafter until concluded.

Dated at Portland, Oregon this 4th day of April, 2019.

RONALD K. HOOKS
Regional Director

By:



Jessica Dietz, Officer in Charge
NLRB, Subregion 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-220973

(b) (6), (b) (7)(C) an Individual

and

**Cases 19-CA-223536
19-CA-236324**

PENFED WORKERS UNITED

**ORDER FURTHER CONSOLIDATING CASES, SECOND CONSOLIDATED
COMPLAINT AND ORDER FURTHER RESCHEDULING HEARING**

On September 28, 2018, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (“Complaint”) issued in Cases 19-CA-220973 and 19-CA-223536 alleging that Pentagon Federal Credit Union (“Respondent”) has engaged in unfair labor practices that violate the National Labor Relations Act (the “Act”), 29 U.S.C. § 151 *et seq.* Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** those cases are further consolidated with Case 19-CA-236324, filed by PenFed Workers United (“Charging Party PFWU”), which alleges that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Order Further Rescheduling Hearing, issued pursuant to § 10(b) of the Act and § 102.15 of the Board’s Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1.

(a) The charge in Case 19-CA-220973 was filed by (b) (6), (b) (7)(C), an Individual ("Charging Party (b) (6), (b) (7)(C)") on May 25, 2018, and a copy was served on Respondent by U.S. mail on May 29, 2018.

(b) The charge in Case 19-CA-223536 was filed by Charging Party PFWU on July 11, 2018, and a copy was served on Respondent by U.S. mail on July 12, 2018.

(c) The first amended charge in Case 19-CA-223536 was filed by Charging Party PFWU on August 30, 2018, and a copy was served on Respondent by U.S. mail on August 31, 2018.

(d) The charge in Case 19-CA-236324 was filed by Charging Party PFWU on February 20, 2019, and a copy was served on Respondent by U.S. mail on February 21, 2019.

(e) The first amended charge in Case 19-CA-236324 was filed by Charging Party PFWU on April 17, 2019, and a copy was served on Respondent by U.S. mail on the same date.

2.

(a) At all material times, Respondent has been a federal credit union with an office and place of business in Eugene, Oregon (the "Eugene facility"), and has been engaged in providing financial services, including call center and technical support services.

(b) In conducting its business operations described above in paragraph 2(a) during the last twelve months, which period is representative of all material times, Respondent derived gross revenues in excess of \$500,000.


(c) In conducting its business operations described above in paragraph 2(a) during the last twelve months, which period is representative of all material times, Respondent purchased and received at the Eugene facility goods valued in excess of \$50,000 directly from points outside the State of Oregon.

(d) At all material times, Respondent has been engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act:

(b) (6), (b) (7)(C)



4.

(a) Since about November 25, 2017, Respondent has prohibited its employees at the Eugene facility from posting flyers and other documents relating to Charging Party PFWU and concerted activities, in hallways, stairways, coffee areas, and other areas

outside of the employee break room, while permitting employees to post flyers and other documents discussing other non-work subjects in those same areas.

(b) On dates better known to Respondent in about January and February 2018, Respondent, by **(b) (6), (b) (7)(C)**) at the Eugene facility, prohibited its employees from discussing wages and terms of conditions of employment by telling employees it was not in their best interests to discuss the subjects brought up by Charging Party PFWU.

(c) On dates better known to Respondent in about January and February 2018, Respondent, by **(b) (6), (b) (7)(C)** at the Eugene facility, interfered with its employees' protected, concerted activities by telling its employees it was not in their best interests to be seen with flyers made by Charging Party PFWU.

(d) On dates better known to Respondent in about January and February 2018, Respondent, by **(b) (6), (b) (7)(C)** at the Eugene facility, discouraged its employees from speaking with employees who were involved with Charging Party PFWU.

(e) On about February 21, 2018, Respondent, by **(b) (6), (b) (7)(C)** at the Eugene facility, told its employees to stop discussing the recent concerted activities of their coworkers.

(f) On a date better known to Respondent in about late February 2018, Respondent, by **(b) (6), (b) (7)(C)**, and **(b) (6), (b) (7)(C)** on a telephone conference call, discouraged its employees from discussing their wages with coworkers.

(g) On a date better known to Respondent in about early April 2018, Respondent promulgated at the Eugene facility, and has since maintained, a rule prohibiting its employees from posting all signs or other documents in any areas outside of the employee break room.

(h) Respondent promulgated and maintained the rule described above in paragraph 4(g) to discourage its employees from engaging in concerted activities regarding wages and terms and conditions of employment.

(i) On a date better known to Respondent since about early April 2018, Respondent has enforced the rule described above in paragraph 4(g) selectively and disparately by applying it so as to target flyers and other documents posted by Charging Party PFWU in non-work areas outside of the employee breakroom, while permitting postings made by employees regarding other non-work subjects in those same areas.

(j) On about June 20, 2018, Respondent, by (b) (6), (b) (7)(C)”) telephonically, prohibited its employees from discussing ongoing investigations regarding potential discipline.

(k) On about June 21, 2018, Respondent, by (b) (6), (b) (7)(C) telephonically, discouraged its employees from discussing ongoing investigations regarding potential discipline.

(l) On about June 28, 2018, Respondent, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (“(b) (6), (b) (7)(C)”) at at the Eugene facility, created an impression among its employees that their concerted activities were under surveillance by telling them that their work e-mails would be closely monitored as a result of having used their e-mail to engage in concerted activities.

(m) On about June 28, 2018, Respondent, by (b) (6), (b) (7)(C) at the Eugene facility, prohibited its employees from discussing terms and conditions of employment by telling employees that the contents of a disciplinary conversation could not leave the room.

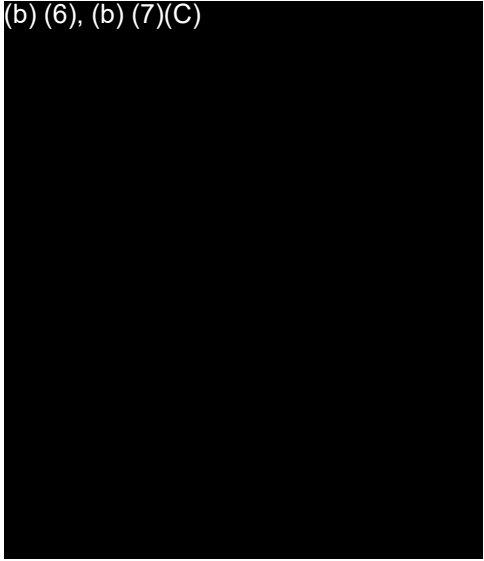
5.

(a) On about June 18 and June 19, 2018, Respondent's employee (b) (6), (b) (7)(C) engaged in concerted activities with other employees for the purposes of mutual aid and protection, by sending an e-mail asking employees to sign and comment on an e-mail petition in support of hiring a contract employee.

(b) On about June 19, 2018, Respondent, by (b) (6), (b) (7)(C) via e-mail, promulgated a rule prohibiting its employees from discussing the subject of supporting the hiring of the contract employee, as referenced above in paragraph 5(a).

(c) On about June 19, 2018, the below listed employees of Respondent engaged in concerted activities with other employees for the purposes of mutual aid and protection, by continuing to respond or discuss the subject of (b) (6), (b) (7)(C) petition by e-mail, as referenced in paragraph 5(a):

(b) (6), (b) (7)(C)



(d) From about (b) (6), (b) (7)(C) 2018, to about (b) (6), (b) (7)(C) 2018, Respondent suspended its employee (b) (6), (b) (7)(C)

(e) From about (b) (6), (b) (7)(C), 2018, to about (b) (6), (b) (7)(C) 2018, Respondent suspended its employee (b) (6), (b) (7)(C)

(f) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(g) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(h) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(i) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(j) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(k) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(l) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(m) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(n) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(o) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(p) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)

(q) On about (b) (6), (b) (7)(C) 2018, Respondent issued a documented verbal warning to its employee (b) (6), (b) (7)(C)”).

(r) On about June 28, 2018, Respondent engaged in increased scrutiny of the work performance of its employee (b) (6), (b) (7)(C) by informing (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) entire work had been called into question.

(s) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r), because (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) engaged in the conduct described above in paragraphs 5(a) and 5(c), and to discourage employees from engaging in these or other concerted activities.

(t) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r), because (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) violated the rule described above in paragraph 5(b), and to discourage employees from engaging in these or other concerted activities.

(u) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r) because of information it discovered during its investigation into the employee conduct described above in paragraphs 5(a) and 5(c).

(v) Respondent engaged in the conduct described above in paragraphs 5(d) through 5(r) because (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) had used the Employer's e-mail system to engage in concerted activities.

6.

(a) About February 12, 2019, Respondent, by (b) (6), (b) (7)(C)), in a meeting room at Graduate Eugene Hotel in Eugene, Oregon, interrogated its employees about their union and concerted activities and the union and concerted activities of other employees, including whether or not employees had solicited and written questions on behalf of other employees about wages and terms and conditions of employment.

(b) About February 12, 2019, Respondent, by (b) (6), (b) (7)(C) in a meeting room at Graduate Eugene Hotel in Eugene, Oregon, made an implied threat of discharge to employees because (b) (6) believed that they engaged in union and/or protected, concerted activity with other employees regarding their wages and terms and conditions of employment.

7.

By the conduct described above in paragraphs 4 through 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act

8.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the second consolidated complaint. The answer must be **received by this office on or before May 10, 2019, or postmarked on or**

before May 9, 2019. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find,

pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

ORDER FURTHER RESCHEDULING HEARING

Pursuant to the September 28, 2018, Complaint, a hearing was set initially for January 8, 2019. Thereafter, pursuant to Respondent's requests, two Orders Rescheduling Hearing were issued, one on October 10, 2018, and the other on January 22, 2019. It is only due to the further consolidation that the hearing is now again rescheduled, and no further extensions shall be granted. Accordingly,

PLEASE TAKE NOTICE THAT, at 9 a.m. on the **24th day of June, 2019**, in a location to be determined in Eugene, Oregon, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this second consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Seattle, Washington, this 26th day of April, 2019.



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste 2948
Seattle, WA 98174

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 19-CA-220973 et al

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

CERTIFIED MAIL

7018 2290 0001 6079 6495

James Schenck, CEO
Pentagon Federal Credit Union
7940 Jones Branch Dr.
McLean, VA 22102

FIRST CLASS MAIL

Jonathan R. Nadler, Esq.
Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place, 22nd Fl.
50 South 16th St.
Philadelphia, PA 19102

F. Joseph Nealon, Attorney
Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Ave., N.W., 12th Fl.
Washington, DC 20006-3942

FIRST CLASS MAIL

(b) (6), (b) (7)(C)

PenFed Workers United

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

PenFed Workers United

(b) (6), (b) (7)(C)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION

and

Case 19-CA-220973

(b) (6), (b) (7)(C) an Individual

and

**Cases 19-CA-223536
19-CA-236324**

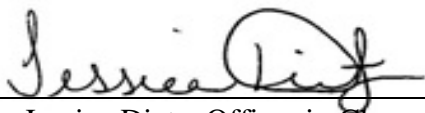
PENFED WORKERS UNITED

THIRD ORDER SETTING PLACE OF HEARING

IT IS HEREBY ORDERED that the location of the hearing in the above-entitled matter scheduled for 9:00 AM on June 24, 2019, will be held in Rm. 1702, Morse Federal Courthouse, 405 E. 8th Ave., Eugene, Oregon. The hearing will continue on consecutive days thereafter until concluded.

Dated at Portland, Oregon this 2nd day of May, 2019.

RONALD K. HOOKS
Regional Director

By: 

Jessica Dietz, Officer in Charge
NLRB, Subregion 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204

**BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

PENTAGON FEDERAL CREDIT UNION)	
)	
and)	Case 19-CA-220973
)	
(b) (6), (b) (7)(C), an Individual)	
)	
and)	Cases 19-CA-223536
)	19-CA-236324
PENFED WORKERS UNITED)	

ANSWER TO SECOND CONSOLIDATED COMPLAINT

Respondent, Pentagon Federal Credit Union ("PenFed"), hereby answers the Second Consolidated Complaint ("Complaint") in the above-captioned matters as follows:

1.

a. Admitted.

b. Admitted.

c. Admitted.

d. Denied that the charge in Case 19-CA-236324 "was filed by Charging Party PFWU." By way of further response, the charge was filed by (b) (6), (b) (7)(C) and PFWU. The remaining allegations in Paragraph 1.d are admitted.

e. Denied that the first amended charge in Case 19-CA-236324 "was filed by PFWU." By way of further response, the first amended charge was filed by (b) (6), (b) (7)(C) and PFWU. The remaining allegations in Paragraph 1.e are admitted.

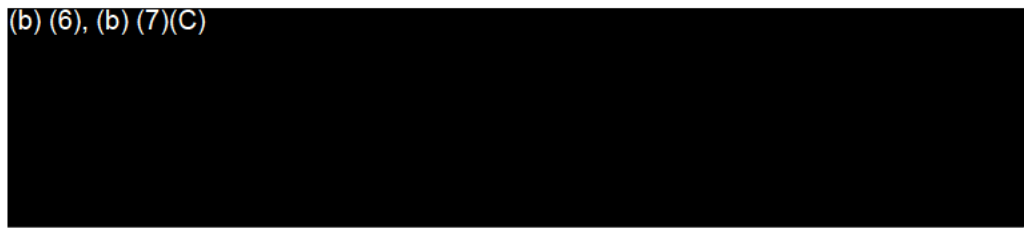
2.

- a. Admitted.
- b. Admitted.
- c. Admitted.
- d. Admitted.

3. Admitted, except that the correct job titles for the following individuals are as

follows:

(b) (6), (b) (7)(C)



4.

- a. Denied.
- b. Denied.
- c. Denied.
- d. Denied.
- e. Denied.
- f. Denied.
- g. Denied.
- h. Denied.
- i. Denied.
- j. Denied.
- k. Denied.
- l. Denied.

m. Denied.

5.

a. Respondent admits only that (b) (6), (b) (7)(C) was employed by Respondent on the dates specified in Paragraph 5(a) of the Complaint. Respondent denies as stated the remaining allegations in Paragraph 5(a) of the Complaint.

b. Denied.

c. Respondent admits only that the individuals listed in Paragraph 5(c) of the Complaint were employed by Respondent on the date specified. Respondent denies as stated the remaining allegations in Paragraph 5(c) of the Complaint.

d. Denied.

e. Denied.

f. Admitted.

g. Admitted.

h. Admitted.

i. Admitted.

j. Admitted.

k. Admitted.

l. Admitted.

m. Admitted.

n. Admitted.

o. Admitted.

p. Admitted.

q. Admitted.

- r. Denied.
 - s. Denied.
 - t. Denied.
 - u. Denied.
 - v. Denied.
- 6.
- a. Denied.
 - b. Denied.
7. Denied.
8. Denied.

AFFIRMATIVE DEFENSES

9. The allegations in the Complaint fail to state any violation of the Act to the extent they are based on statements and other actions protected under Section 8(c) of the Act.

10. Any allegations in the Complaint based on actions which occurred more than six (6) months prior to filing and service of the charge(s) are barred under Section 10(b) of the Act.

11. All of Respondent's actions were taken for legitimate, non-discriminatory, non-retaliatory business reasons, and Respondent would have taken the same actions in the absence of any protected activity.

Respectfully submitted,



F. Joseph Nealon

Jonathan Nadler

Eckert Seamans Cherin & Mellott, LLC

1717 16th St., N.W., 12th Fl.

Washington, DC 20006

(202) 659-6600

50 South 16th Street, 22nd Fl.

Philadelphia, PA 19102

(215) 851-8400

jnealon@eckertseamans.com

jnadler@eckertseamans.com

Counsel for Pentagon Federal Credit Union

Dated: May 10, 2019

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Pentagon Federal Credit Union

Cases 19-CA-220973
19-CA-223536
19-CA-236324

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTERS AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice A and Notice B (collectively “Notices”) to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date the copies of Notice A and immediately post them in conspicuous locations in its facility located at 400 Country Club Road, Eugene, OR. A responsible official of the Charged Party will also sign and date the copies of Notice B and immediately post them in conspicuous locations at its customer service and IT facilities in Omaha, Nebraska and Alexandria, Virginia. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice A in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facility located at 400 Country Club Road, Eugene, OR. The Charged Party will email a copy of the signed Notice B in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at its customer service and IT facilities located in Omaha, Nebraska, and Alexandria, Virginia. The message of the e-mail transmitted with Notice A will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Cases 19-CA-220973, 19-CA-223536, and 19-CA-236324.” The message of the e-mail transmitted with Notice B will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Case 19-CA-223536.” The Charged Party will forward a copy of each e-mail, with all of the recipients’ e-mail addresses, to the Subregion 36 office at subregion36@nlrb.gov.

COMPLIANCE WITH NOTICES — The Charged Party will comply with all the terms and provisions of said Notice. With respect to the removal of the paid administrative leave and notification to affected employees as specified in the Notice, the Charged Party’s obligations shall apply only to the following employees: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). With respect to the removal of the documented verbal warnings and notification to affected employees as specified in the Notice, the Charged Party’s obligations shall apply only to the following employees:

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notices to Employees made part of this agreement, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out, subject to the provisions of Section 10(b) of the Act. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter.

If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

NO ADMISSION OF VIOLATION – It is understood that by entering into this Agreement, the Charged Party does not admit that it violated the Act.

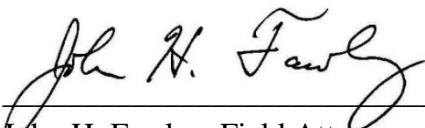
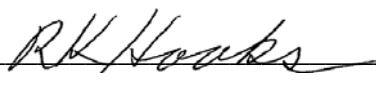
AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Consolidated Complaint that includes the allegations covered by the Notices to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notices.

Charged Party Pentagon Federal Credit Union	Charging Party (b) (6), (b) (7)(C) & PenFed Workers United
By: _____ Date _____	By: _____ Date _____
/s/ William Heyer 6/19/2019	/s/ (b) (6), (b) (7)(C) 6/20/2019
William Heyer Vice President and Associate General Counsel	(b) (6), (b) (7)(C), an Individual
Recommended By: _____ Date _____	Approved By: Ronald K. Hooks Date _____ Regional Director, Region 19
 6/21/2019	By:  6/21/2019
John H. Fawley, Field Attorney	

NOTICE A

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

You have the right to talk about wages and terms and conditions of employment with your fellow employees and **WE WILL NOT** stop you from doing so or from appearing to watch you do so.

WE WILL NOT engage in unequal and/or increased scrutiny of the work performance and activities of you because you have engaged in protected concerted activities.

You may have information and materials regarding protected concerted activities at work and **WE WILL NOT** stop you from doing so.

WE WILL NOT stop you from posting documents about wages, terms and conditions of employment, and concerted activities, in non-work areas, while permitting employees to post documents about other non-work topics in the same non-work areas.

WE WILL NOT put in place rules in response to employees' protected, concerted activities and **WE WILL** provide a bulletin board in the break room as the exclusive location where employees may post documents about wages, terms, and conditions of employment and documents about non-work topics.

WE WILL NOT restrict or prohibit you from using work e-mail to engage in concerted activities, while permitting employees to use work e-mail in the same manner for other non-work activities.

YOU HAVE THE RIGHT to freely bring hiring and employment policy issues and complaints to your coworkers, and to us, on behalf of yourself and other employees and **WE WILL NOT** interfere with your exercise of that right.

WE WILL NOT discipline you because you exercise your right to engage in protected concerted activities, including by bringing hiring and employment policy issues and complaints to coworkers, and to us, on behalf of yourself and other employees.

WE WILL NOT question you about your and other employees' protected, concerted activities.

WE WILL remove from our files all references to the paid administrative leave and documented verbal warnings issued in (b) (6), (b) (7) 2018 to employees who engaged in protected concerted activities

by sending e-mails that sought to bring hiring and employment policy issues and complaints to your and our attention, and **WE WILL** notify them in writing that this has been done and that the paid administrative leave and documented verbal warnings will not be used against them in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Pentagon Federal Credit Union

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

19-CA-220973; 19-CA-223536; 19-CA-236324

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

1220 SW 3rd Avenue, Suite 605
Portland, OR 97204

Telephone: (503)326-3085
Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

NOTICE B

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

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- Choose a representative to bargain with us on your behalf;
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WE WILL remove from our files all references to the paid administrative leave and documented verbal warnings issued in (b) (6), (b) (7)(F) 2018 to employees who engaged in protected concerted activities by sending e-mails that sought to bring hiring and employment policy issues and complaints to your and our attention, and **WE WILL** notify them in writing that this has been done and that the paid administrative leave and documented verbal warnings will not be used against them in any way.

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(Employer)

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By: _____
(Representative) (Title)

19-CA-223536

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NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

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